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BEFORE THE
TENNESSEE REGULATORY AUTHORITY
2004 NOV 17

In re: Complaint of AT&T Against BellSouth)
Over Tariff to Amend Jurisdictional Report)
Requirements No. TN2004-138)
_____)

TRA DOCKET ROOM

Docket No. 04-00405

**COMPLAINT OF AT&T AGAINST BELL SOUTH OVER TARIFF
TO AMEND JURISDICTIONAL REPORT REQUIREMENTS NO. TN2004-138**

AT&T Communications of the South Central States, LLC ("AT&T" or "Complainant") hereby files this Complaint requesting that the Tennessee Regulatory Authority ("TRA") cancel the tariff filing of BellSouth Telecommunications, Inc ("BellSouth") entitled "Tariff Filing to Amend BellSouth Jurisdictional Report Requirements," Tariff No. TN2004-138. In support of this Complaint, AT&T states:

1. The name and address of the Complainant are:

AT&T Communications of the South Central States, LLC
1230 Peachtree Street
4th Floor
Atlanta, Georgia 30309

2. All pleadings, documents, correspondence, notices, staff recommendations and orders filed, served or issued in this docket should be served on the following on behalf of Complainant:

Henry M. Walker
Boult, Cummings, Connors & Berry
P.O. Box 198062
Nashville, TN 37219-8062
Phone: (615) 252-2363

And

Gene V. Coker
1230 Peachtree Street NE
4th Floor
Atlanta, Georgia 30309
Phone: (404) 810-8700

3. BellSouth is an incumbent local exchange company (ILEC) providing telecommunications services in Tennessee. BellSouth's official business address is:

BellSouth Telecommunications, Inc.
675 W. Peachtree Street, NE
Atlanta, Georgia 30375

FACTUAL BACKGROUND

4. Complainant is certificated by the Tennessee Regulatory Authority as an Interexchange Carrier (IXC) and a Competitive Local Exchange Company (CLEC).

5. BellSouth bills AT&T and other IXCs interstate and intrastate access charges based upon call data sent by the IXCs to BellSouth. This call data is commonly referred to as calling party number ("CPN"). When there is insufficient call detail to allow BellSouth to determine the origin of the calling party, BellSouth bills interstate and intrastate access usage based upon IXC-provided "percentage interstate usage" (PIU) factors. Recognizing that there may be a percentage of usage where it is not possible for IXCs to know, and therefore to send to BellSouth, the needed originating information, BellSouth has limited or placed a "floor" on the amount of toll traffic upon which it will bill access charges based upon PIU factors. Any access usage greater than the established "floor" is automatically billed at the higher intrastate access rates regardless of the PIU or the actual jurisdictional nature of the calls.

6. On October 1, 2004, BellSouth filed revisions to its Tennessee Access Services Tariff, Tariff No. TN2004-138, to lower the established "floor" from 19.22% to 7%, a reduction of more than 63%. A copy of the revised tariff is attached. This change, which became effective on October 21, 2004, reduces the "floor," or amount of traffic which an IXC can send to BellSouth for termination without calling party number (CPN) information and still have such traffic terminated at interstate or intrastate access rates based on the PIU factors. In other words, if an IXC sends more than seven percent (7%) of its total traffic to BellSouth without CPN information, BellSouth automatically "re-classifies" **all** such traffic above the 7% "floor" as intrastate traffic, even if the traffic is, in fact, interstate.

7. It is AT&T's understanding that the new 7% "floor" was developed based on a study by Agilent Technologies that identified the traffic for which IXCs, on average, cannot pass CPN due solely to IXC technical limitations. The previous 19.22% "floor" was based on an overall average of actual CPN received from all IXCs in all states in the BellSouth region. There are a number of circumstances in which AT&T is not responsible for the lack of CPN on calls terminated by BellSouth. AT&T has no control over the lack of CPN when this information is not transmitted by the originating local exchange carrier. AT&T and other IXCs should not be forced to pay higher intrastate access rates on calls for which they have not been provided the CPN and that are actually interstate calls.

VIOLATIONS OF LAW

8. The Tennessee Regulatory Authority does not have authority to allow BellSouth to re-rate interstate traffic, rather, the TRA's jurisdiction is limited to that which is truly intrastate traffic in nature. See T.C.A. § 65-4-103. Therefore, unless BellSouth can demonstrate that traffic lacking

CPN information is intrastate traffic, neither BellSouth nor this Authority may impose intrastate access rates upon traffic that is within the sole jurisdiction of the FCC.

9 The lack of CPN information, in and of itself, is not determinative of whether a call is an interstate or intrastate call. Hence, the use of an arbitrary "floor," rather than the PIU, to determine jurisdiction is unjust and unreasonable in violation of T.C.A. §§ 65-5-101, 103 and 65-4-124(a).

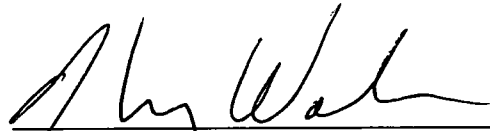
10. BellSouth has not demonstrated that it is applying the same terms and conditions as set forth in the revised tariff to its long distance affiliate or imputing these charges as a cost in the establishment of rates for BellSouth's own long distance services. Absent such evidence, the revised tariff may be discriminatory in violation of T.C.A. § 65-4-124(a) and may constitute an anti-competitive practice or a preference to an affiliated entity in violation of T.C.A. § 65-5-108(c).

11. The net impact of BellSouth's revised tariff is to increase the amount that AT&T pays for intrastate switched access without any increase in the actual number of intrastate minutes. In effect, the revised tariff constitutes an increase in BellSouth's intrastate switched access rates without any demonstrated basis for such increase, in violation of T.C.A. §§ 65-5-101, 103 and 109(g).

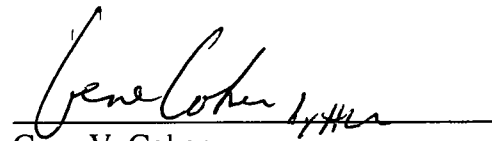
12. AT&T has a billing agreement in place with BellSouth and other Regional Bell Operating Companies ("RBOCs") that governs PIU determinations and audits. This agreement is consistent with BellSouth's previous tariff provisions and it is sufficient to protect BellSouth's interests. To the extent that BellSouth needs further protection from other carriers that do not have agreements in place, and to the extent the TRA deems the tariff to be appropriate, BellSouth should be limited to applying the new tariff only to those other carriers, while creating an exception for those carriers that have agreements.

WHEREFORE, AT&T respectfully requests that the TRA:

- A. Schedule and conduct a contested case hearing to address disputed issues of fact and law regarding Tariff No TN2004-138;
- B. Enter a final order denying and canceling the tariff; and
- C. Grant such further relief as the TRA deems just and proper.



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BELLSOUTH
TELECOMMUNICATIONS, INC
TENNESSEE
ISSUED October 1, 2004
BY President - Tennessee
Nashville, Tennessee

ACCESS SERVICES TARIFF

Sixteenth Revised Page 7
Cancels Fifteenth Revised Page 7
EFFECTIVE October 21, 2004

E2. GENERAL REGULATIONS**E2.3 Obligations of the Customer (Cont'd)****E2.3.12 Reserved for Future Use****E2.3.13 Coordination with Respect to Network Contingencies**

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services

E2.3.14 Jurisdictional Report Requirements¹**A. Jurisdictional Reports****1 Percent Interstate Usage (PIU)**

- a When the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use or messages, the Company will bill according to these actual minutes of use or messages and will not use the customer reported Percent Interstate Usage (PIU) factors. The Company developed percent interstate usage for access minutes of use will be determined at a statewide level

The interstate percentage will be developed on a monthly basis by end office, when the access minutes are measured by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes

The Company will bill according to actual measured minutes of use or messages for all services listed in b and 4 following with the exception of those listed below

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service
- Channelization Equipment
- DNALs² associated with BellSouth SWA LSBSA

Where the Company receives insufficient call detail to identify the calling station to determine the jurisdiction, the Company will charge the applicable rates for terminating BellSouth SWA as set forth in this Tariff

There may be a percentage of usage where it is not possible to know, and therefore to send to BellSouth, the needed originating information. Accordingly, BellSouth will charge the terminating BellSouth SWA rate for only those minutes lacking originating information from all SWA customers, currently 7.00% (the "floor"). For example, if 30% of a customer's minutes sent to BellSouth do not contain sufficient originating information to allow BellSouth to determine the originating location, then BellSouth would apply the provisions of this tariff to those minutes exceeding the "floor", or 23.00% in this example

(C)

BellSouth will recalculate the overall SWA customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer

In the event that BellSouth applies the intrastate terminating access rate to calls without sufficient originating information as provided in this tariff, BellSouth's access customers will have the opportunity to request backup documentation of BellSouth's basis for such application, and further request that BellSouth change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in the matrix in E6 1 3 A (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA)

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated BellSouth SWA LSBSA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Complaint was furnished by U. S. Mail to the following this 17th day of November, 2004:

Guy Hicks
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201

Henry Walker

A handwritten signature in black ink, appearing to read "Henry Walker", is written over a horizontal line.